

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

In re:

AL-KARIM JIVRAJ,

CASE NO: 6:16-bk-06662-KSJ  
CHAPTER 13

Debtor

**MOTION FOR APPROVAL OF PERMANENT MORTGAGE MODIFICATION**

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING**

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your objection with the Clerk of Court, Lee Ann Bennett, George C. Young Federal Courthouse, 400 W. Washington Street, Orlando, FL 32801, and serve a copy on the movant's attorney, Neisi I. Garcia Ramirez, Esq., at Brock & Scott, PLLC, PO. Box 25018, Tampa, FL 33622, and any other appropriate persons within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Comes now, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A as successor to JPMorgan Chase Bank N.A., as Trustee for RAMP 2004-RS7 ("Secured Creditor"), its successors and/or assigns, seeking approval to enter into a permanent loan modification with the Debtor and would show the Court as follows:

1. On October 11, 2016, ("Debtor") filed a voluntary petition pursuant to Chapter 13

of the Bankruptcy Code.

2. The parties have negotiated a loan modification for property located at 570 East Cypress Street, Winter Garden, FL 34787 (the “Property”). A copy of the Modification is attached as **Exhibit A**.

3. The modified principal and interest payment is \$495.96.

4. The modified unpaid new principal balance shall be deferred and will not be treated as a non-interest bearing principal forbearance in the amount of \$25,092.70. The New Principal Balance less the Deferred Principal Balance shall be referred to as the interest Bearing Principal Balance and this amount is \$75,900, which shall be amortized as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount *	Total Monthly Payment *	Payment Begins on	Number of Monthly Payments
1 – Maturity	3.25 %	8/1/2016	\$282.76	\$213.20 Adjust periodically	\$495.96 Adjust periodically	9/1/2016	215

\*The Escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. The escrow payment amounts shown are based on current date and represent a reasonable estimate of expenditures for future escrow obligations; however, escrow payment may be adjusted periodically in accordance with applicable law.

5. The Post Modification Unpaid Principal Balance, and any other amounts still owed according to the terms of the Loan Modification Agreement, shall be due and payable in full by the earliest of: 1) the sale or transfer of any of Debtors’ interest in the property subject to the mortgage, 2) the date Debtors pay the entire “Post Modification Unpaid Principal Balance,” or 3) the “Maturity Date” of July 1, 2034 and a balloon payment of principal due on at the end of the mortgage loan term that is significantly larger than the other regular scheduled periodic payments in the amount of \$53,418.70.

6. Should this Motion be granted, the Debtors shall file the modification agreement

in the public records of Orange County, Florida.

7. The mortgage payments should be sent to the following address:

OCWEN Loan Servicing,LLC  
Attn: Express Payments  
Box # 660264  
1010 W. Mockingbird Lane Suite 100  
Dallas, TX 75247

**WHEREFORE**, Secured Creditor prays that this Court will approve the execution by the Debtor of the Loan Modification Agreement attached hereto.

**I HEREBY CERTIFY** that a true copy hereof has been served electronically or via U.S. mail, first-class postage prepaid, to: Al-Karim Jivraj, 17700 Deer Isle Circle, Winter Garden, FL 34787; Laurie K Weatherford, Post Office Box 3450, Winter Park, FL 32790; United States Trustee - ORL7/13, 7, Office of the United States Trustee, George C Young Federal Building, 400 West Washington Street, Suite 1100, Orlando, FL 32801, this 12<sup>th</sup> day of January, 2017.

BROCK & SCOTT, PLLC  
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/s/ Neisi I. Garcia Ramirez

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NEISI I. GARCIA RAMIREZ, ESQUIRE  
Florida Bar No. 0091430